



By Booking at Sailph

Everyone in my party can swim and understand there are no lifeguards on duty, I agree I will pay for any damage done to the boat as a result of my activities.

I agree I'm not under the influence of any alcoholic beverages or drugs that may impair my abilities.

I agree to follow all verbal and written commands given by the captain including safety rules, (and all other posted), and all rules and regulations. The activity will be terminated immediately if any verbal or written rules are broken, and no refund will be issued for the time not used.

I agree that no one in my party nor I have a pre-existing condition that could be aggravated by participating in any boat charter activity.

I, the customer, am over the age of 18 years old or have a legal guardian that will sign this agreement for anyone under 18.

Terms and Conditions

THIS AGREEMENT WAIVES MY LEGAL RIGHTS. I agree and understand that taking part in the activity can be hazardous and involves the risk of physical injury and or death. The customer acknowledges the activity can be considered dangerous and realizes the risks and dangers of the activity include but are not limited to: changing weather or water conditions, debris, tides, currents, wake action, slips, falls, collisions, capsizing, sinking, exposure to elements, drowning, injury or death. The customer acknowledges the dangers and understands that the activities could be harmful and waives any claim for such activities. No promises are made or warranties are made for the activity. The activity is "as is" with no warranties express and implied.

The customer accepts responsibility for the care of themselves, and party, and understands and agrees to pay for any damage that occurs to the boat as a result of the activities. The customer also agrees to any payment for any lost rental income or other income as a result of loss of use of the boat from activities. The customer agrees that SailPH, LLC is authorized and shall have the right to charge the customer's credit card for any sum owed.

In exchange for consideration of the customer being permitted to participate in the activity, the customer irrevocably and unconditionally releases forever discharges and agrees not to sue or bring any legal action against the company with respect to any claims and causes of action of any nature whether currently known or unknown which could be asserted on behalf of the customer in connection with the activity including personal injury or death rising out of the participation in the activity.

The customer agrees to indemnify, defend and hold harmless the company from any and all liability, costs, expenses or damages of any kind from any suit claims, demands, actions, including legal fees or expenses whether or not in litigation arising out of or related to customer's participation in the activity.

Such obligation in the part of the customer that shall survive the period of the participation in the activity the customer agrees and understands there are dangers and risk associated with the participation in the activity and that injuries may result from the activity including but not limited to breathing emissions, bumps and bruises, calluses, and negligence of the company. The customer understands and voluntarily chooses to participate and expressly waive, assume all risk and dangers of the participation in this activity whether or not described above; known or unknown inherent or otherwise. In case of a minor participant the above waiver release in agreement not to sue, applies to the minor also with the signature of a legal guardian or responsible adult.

The customer authorizes the company to call for medical care for customer to transfer customer to a medical facility or hospital if in their opinion medical attention is needed. Customer agrees to pay all costs associated with such medical Care and related transportation.

Customer further agrees that the customer will not engage in any activities prohibited by any applicable law statutes or regulations or other ordinances, that this agreement shall be governed by the laws of the Republic of the Philippines and the exclusive jurisdiction and venue for any claim shall be located in the state courts in Santa Fe, Cebu, Philippines. The undersigned especially agrees and consents to jurisdiction in said courts. The customer acknowledges that this agreement is a contract and that they will be binding to the fullest extent, permitted by law if any part of this agreement is needed to be unenforceable the remaining terms shall be enforceable. It is the intent of the customer that this agreement shall be binding upon the assignee agents, executors, heirs and assigns. These terms will be binding on the company, the captain, and the agent's employee subcontractors of company or captain. I have carefully read this agreement, and its terms and conditions, and understand the contents and I am aware that I am releasing legal rights that otherwise may exist. I agree to all terms and conditions.

By providing your signature, you are acknowledging that you have read the agreement and agree to all terms before participating in any activity.